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Suzanne Henderson

Submitter: SIMPLIFILE

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STATE OF TEXAS           §  
                                       §  
 COUNTY OF TARRANT   §

AMENDMENT OF OIL AND GAS LEASE

WHEREAS, Geneva Sue Barnett, an unmarried woman ("Lessor"), did execute and deliver unto XTO Energy Inc. ("Lessee") an Oil, Gas and Mineral Lease dated July 22, 2008, a Memorandum which is recorded as Instrument Number D208290500 in the Official Public Records of Tarrant County, Texas (collectively referred to herein as the "Lease"), covering the land more particularly described in the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease in accordance with this instrument.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease, as follows:

1. Paragraph 2(i) of the Addendum attached to the Lease is hereby deleted in its entirety and replaced with the following:

"(i) Overriding Royalty. (a) In order to explore, produce and develop oil, gas and other mineral not covered by this lease of lands pooled therewith, Lessor grants to Lessee the right to drill wells from the Drill Site (as described in paragraph 23 below) to other lands not covered by this lease and not pooled with the leased premises (hereafter referred to as an "Off Lease Well"). In the event Lessee drills an Off Lease Well, Lessee will execute and deliver to the surface owner of the Land ("Surface Owner") a mutually acceptable and recordable Wellbore Assignment of Overriding Royalty within 30 days of first sales effective as of the date of first production, conveying to the Surface Owner an overriding royalty equal to two and one-half percent (2.5%) of 8/8ths of all the oil and/or gas produced from the wellbore of each Off Lease Well. Surface Owner's overriding royalty shall be calculated and paid in the same manner as royalties are paid under this Lease. In connection therewith, Lessor grants to Lessee, its successors and assigns, a surface and subsurface easement and right-of-way to provide Lessee ingress to and egress from and the right to use the Drill Site for operations of Off Lease Well(s), said easement and right-of-way shall survive the termination of this Lease so long as oil or gas is being produced from an Off Lease Well.

(b) In the event Lessee drills a well or wells from the Drill Site (as described in paragraph 23 below) which includes all or any portion of the leased premises in a pooled unit for such well or wells ("On Lease Well"), and the pooled unit is greater than 320 acres, Lessee will execute and deliver to Lessor a mutually acceptable and recordable Wellbore Assignment of

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Overriding Royalty within 30 days of first sales effective as of the date of first production, conveying to the Lessor an overriding royalty equal to 2.5% multiplied by a fraction, the numerator of which is the number of acres in the pooled unit that exceed 320 acres and the denominator of which is 320 acres. For example, if Lessee forms a pooled unit for an On Lease Well containing 520 acres, Lessor's overriding royalty for production from such unit well shall be  $2.5\% \times 200/320$ , or 0.015625."

(c) In the event Lessee drills an On Lease Well and pools the leased premises into a pooled unit equal to, or less than, 320 acres, Lessee shall not be entitled to, and shall not claim, an overriding royalty.

2. Paragraph 15 of the Addendum attached the Lease is hereby deleted in its entirety and replaced with the following:

"15. Pooling. Lessee, at its option, is hereby given the right to pool or combine the leased premises or any portion thereof as to oil and gas, or either of them with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated. Units pooled for oil and/or gas hereunder shall not exceed six hundred forty (640) plus 10% acreage tolerance without Lessor's consent. In the event Lessee, under the provisions hereof, pools or combines acreage covered by this Lease, or any portion thereof as above provided, as to oil in any one or more strata and as to gas in any one or more strata, Lessee shall be obligated to at least pool all of Lessor's leased premises. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this Lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing the pooled acreage as a pooled unit and Lessee shall provide Lessor with a copy of any and all documents filed with any regulatory authority or recorded in the records of any county within thirty (30) days of filing such documents. Upon the recordation of the unit in the county records the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. In the event of operations for drilling on or production of oil or gas from any pooled unit which includes the land covered by this Lease, such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this Lease whether or not the well or wells be located on the premises covered by this Lease. For the purposes of computing royalties, there shall be allocated to the land covered by this Lease and included in said unit a pro rata portion of the oil and gas, or either of them, produced from the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be on oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from this Lease or oil pooled unit from which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from this Lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production payment which may become payable under this Lease."

For the same consideration as provided herein, Lessor hereby adopts, ratifies and confirms the Lease as to all of the terms and provisions therein, as hereby amended, and Lessor does hereby grant,

**AMENDMENT TO OIL, GAS AND MINERAL LEASE**

lease, let and demise unto Lessee the lands covered by the Lease, in accordance with all of the terms and provisions of the Lease, as amended hereby.

This instrument shall be binding upon and inure to the benefit of Lessor and Lessee, their respective successors, personal representatives, and assigns.

Except as herein amended, the Lease is and remains unchanged and in full force and effect as originally written.

IN WITNESS WHEREOF, this instrument is executed this the 17<sup>th</sup> day of February, 2010, but shall be effective for all purposes as of the date of the Lease.

LESSOR:

*Geneva Sue Barnett*  
Geneva Sue Barnett

LESSEE:

XTO Energy, Inc.

54 *Edwin S. Ryan, Jr.*  
By: Edwin S. Ryan, Jr.,  
Senior Vice President—Land Administration

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on this 17<sup>th</sup> day of February, 2010 by Geneva Sue Barnett.



*Tammy L. Bradshaw*  
Notary Public in and for the State of Texas

STATE OF TEXAS        }

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AMENDMENT TO OIL, GAS AND MINERAL LEASE

Barnett Amendment

COUNTY OF TARRANT }

This instrument was acknowledged before me on this 15 day of February, 2010,  
by Edwin S. Ryan Jr., Senior Vice President - Land Administration of XTO Energy Inc., a  
Delaware corporation, on behalf of said corporation.



Dorinda C West  
Notary Public, State of Texas

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Barnett Amendment